

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 23rd day of August, 2003, by and between **Relocation Properties Management, LLD, a Delaware Limited Liability Company**, party of the first part, and **Stacie R. Moffatt**, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of **DeSoto**, State of **Mississippi**:

Lot 1, Deer Creek Subdivision, Section A, in Section 7, Township 3, Range 7 West, DeSoto County, Mississippi as per plat thereof of record in Plat Book 57, Page 35 in the Chancery Court Clerk's Office of DeSoto County Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the party of the first part by Warranty Deed Deed of record at Instrument Number Book 0441, Page 596 and 597 in the Chancery Court Clerk's Office of **DeSoto** County, **Mississippi**.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; it has a good right to sell and convey the same; that the same is unencumbered, EXCEPT deed restrictions, subdivision restrictions, building lines and easements of record in the Chancery Court Clerk's Office of DeSoto County, Mississippi; and 2003 City of Hernando and 2003 DeSoto County taxes which the party of the second part hereby assumes and agrees to pay; and any matter which would be disclosed by a current, accurate survey of the property described herein.

Grantor does hereby covenant with Grantee to warrant and defend title to the property described above against the lawful claims and demands of all persons claiming by, through or under Grantor; however, Grantor's liability or obligation pursuant to this warranty for any one claim or demand or all claims and demands in the aggregate, shall in no event exceed the amount of consideration paid by Grantee as stated herein.

Except as expressly provided in the immediately preceding paragraph, GRANTOR MAKES NO REPRESENTATION AS TO THE PROPERTY CONVEYED HEREBY, OR ITS CONDITION, ITS MERCHANTABILITY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE, AND GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, HEREBY ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY CONVEYED HEREBY, INCLUDING SUBSURFACE CONDITIONS, AND ACCEPTS THE SAME "AS-IS". GRANTEE shall not make any claim against GRANTOR for diminution of the value of the property, remediation of any contamination on the property, loss of use of the property or other latent or patent defect on the property.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according in their proper gender and number according to the context hereof.

IN WITNESS WHEREOF the undersigned has caused this instrument to be executed by and through its duly authorized officers the day and year first written above.

Relocation Properties Management LLC

By: Ishmael W. Stevens

Its: Ishmael W. Stevens, President STATE MS.-DE SOTO CO.

SEP 4 3 26 PM '03

BK 452 PG 181
W.E. DAVIS CH. CLK.

STATE OF Kentucky
 COUNTY OF Greenup

Before me, the undersigned Notary Public, of the State and County aforesaid personally appeared ^{Ishmael W. Stevens} with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged (himself) (herself) to be the President of Relocation Properties Management LLC, the within named bargainor, a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by (himself)(herself) as such President.



WITNESS my hand and seal at office this the 23rd day of April, 2003.

Michelle Y. Cox
 Notary Public

Michelle Y Cox
 My Commission expires: My Commission Expires March 10, 2008

(FOR RECORDING DATA ONLY)

Property Address:

1357 Biloxi
 Hernando, MS 38632

Grantee:

Stacie R. Moffatt
 1357 Biloxi
 Hernando, MS 38632
 work 901/797-2674
 home 662.429-8207

Grantor:

Relocation Property Management, LLC
 500 Diederich Boulevard
 Russell, KY 411169
 (606) 324-5136
 (606) 329-8998

Ward, Block & Parcel Number:

3073-0713.0-00001.00

Mail tax bills to:

National City Mortgage Co.
 P. O. Box 809068
 Dallas, TX 75380-9068

This instrument prepared by:

Stanley & Williams, P.C.
 7515 Corporate Centre Drive
 Germantown, TN 38138
 Phone (901) 754-9994 or (901) 870-2080
 Fax (901) 507-2337

Return to:

Michelle M. Williams
 7515 Corporate Centre Drive
 Germantown, TN 38138

Chicago Title No. 2046347
 Michelle M. Williams, Esq.#: 20030753

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is \$147,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Rosemarie Green
 Affiant

Subscribed and sworn to before me this
 the 29th day of August, 2003.

Glenn W. White
 Notary Public

My Commission Expires: 2-10-03